

Dated: 04/25/08

CA733336

RECEIVED  
NOV 07 2008

## CALIFORNIA PRELIMINARY NOTICE

In accordance with sections 3097 and 3098, California Civil Code

This is not a Lien, This is not a reflection on the integrity of any contractor or subcontractor

1 - You are hereby notified that

ENGINEERED STRUCTURES INC  
12400 W OVERLAND RD  
BOISE ID 83709

Reputed Owner

GMS GOLDEN VALLEY RANCH LLC  
5973 AVENIDA ENCINAS #300  
CARLSBAD CA 92008

2 - Has furnished or will furnish labor,  
services, equipment, or materials of  
the following general description:  
LABOR MATERIALS &/OR SERVICES

Reputed Construction Lender or Lessee

LESSEE FINANCED BY:  
CIRCUIT CITY STORES INC  
9950 MAYLAND DR  
RICHMOND VA 23233-1464

3 - An estimate of the total price of the  
labor, services, equipment, or materials  
furnished or to be furnished is:  
\$ 1,880,529.00

Reputed Original Contractor

ENGINEERED STRUCTURES INC  
12400 W OVERLAND RD  
BOISE ID 83709

4 - The building, structure or other work of  
improvement is located at:  
CIRCUIT CITY #3745  
19037 GOLDEN VALLEY RD  
SANTA CLARITA CA 91321

A.D.C. UNKNOWN

5 - The name of the person or firm who contracted  
for the purchase of such labor, services,  
equipment or material is:  
CIRCUIT CITY STORES INC  
9950 MAYLAND DR  
RICHMOND VA 23233-1464

6 - Name and address of Trust Funds to which  
Supplemental Fringe Benefits are payable  
(if applicable):

7 - Jobsite Is Federal Public Work Title 40 USC  
Sec. 270A-270E.  
Contract #  
Bond Co:

Signed  
Authorized Agent

*She C Gray*

### NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS FURNISHED OR TO BE FURNISHED, A MECHANICS' LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A RELEASE SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING FINAL PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING FEWER THAN 5 UNITS, PRIVATE PROJECT OWNERS MUST NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN CLAIMANT WHO HAS PROVIDED THE OWNER WITH A PRELIMINARY 20-DAY LIEN NOTICE IN ACCORDANCE WITH SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF COMPLETION OR NOTICE OF CESSATION HAS BEEN RECORDED WITHIN 10 DAYS OF ITS RECORDATION. NOTICE SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING. FAILURE TO NOTIFY WILL EXTEND THE DEADLINES TO RECORD A LIEN.

**SERVICE OF  
PRE-LIEN**

NOV-24-2008 10:53

CONSTRUCTION NOTICE SRVS

P.001



*Over 18,000 Contractors and Suppliers getting paid has built our business for the past 24 years!*

**Construction Notice Services, Inc.**

To:	Crystal Jones	From:	Myrna Geronimo
	Engineered Structures, Inc.	Date:	11/24/2008
Fax:	208-947-5813	Pages:	3

### PROOF OF SERVICE

Following is the proof of service you requested on Prelim# CA733336. There were no records of returned mail in our office for this prelim so I must request the proof of delivery signature from the post office showing who signed for the certified mailings and when it was signed for. There is a charge of \$5.50 per signature request. There were 2 mailings on this prelim so there will be a charge of \$11.00, there's also a charge of \$25.00 for rush fee. With the total of \$36.00 fee made to your account for this service. I should receive the results back from the post office within 2-4 weeks upon which I will fax them to you. Please give me a call if you have any questions regarding this service.

Toll Free: 800-366-5660 • Phone: 858-693-8871 • Fax: 858-693-0276  
[www.CNSLien.com](http://www.CNSLien.com)

NOV-24-2008 10:53

CONSTRUCTION NOTICE SRVS

P.002

**Private Works  
Declaration of Service  
(Section 3097.1 (c) California Civil Code)**

I, Valerie Burcks, as Unit Supervisor, declare that we, Construction Notice Services, Inc., served copies of this Preliminary Notice by first class certified mail, postage prepaid, on the evening of April 25, 2008 at the San Diego/Mira Mesa California Post Office.

Copies of this Preliminary Notice were mailed to the Reputed Owner, Reputed Original Contractor, and if applicable, the Reputed Lender at the names and addresses listed on the attached certified mail page.

I declare, under penalty of perjury, that the foregoing is true and correct.  
Executed on November 24, 2008 at San Diego, California.

  
\_\_\_\_\_  
Valerie Burcks, Supervisor

NOV-24-2008 10:53

STRUCTION NOTICE SRVS

P.003

Page: 3

CERTIFIED MAIL

Construction Notice Services, Inc.  
9520 Padgett Street, Suite 208  
San Diego, CA 92126-4447  
Telephone: 800-366-5660

LN#	CERT#	ADDRESSEE NAME, ADDRESS, CITY, STATE, ZIP	POSTAGE	FEE	PLN#	CUSTOMER
1	7114 7389 6621 1696 8298	GERMAIN CONSTRUCTION 28451 BRIDGES CT LAKE FOREST CA 92630	0.41	2.65	CA733333	714-491-4577
2	7114 7389 6621 1696 8304	17TH ST & AVE R LLC C/O HAL-FERTY DEVELOPMENT CO 199 S LOS ROBLES AVE #840 PASADENA CA 91101	0.41	2.65	CA733335	602-268-0785
3	7114 7389 6621 1696 8311	G.G. CONSTRUCTION 16632 EL PRADO RD. CHINO, CA 91710	0.41	2.65	CA733335	602-268-0785
4	7114 7389 6621 1696 8328	GMS GOLDEN VALLEY RANCH LLC 6973 AVENIDA ENCINAS #300 CARLSBAD CA 92008	0.41	2.65	CA733336	208-362-3040
5	7114 7389 6621 1696 8335	LESSEE FINANCED BY: CIRCUIT CITY STORES INC 9950 MAYLAND DR RICHMOND VA 23233-1464	0.41	2.65	CA733336	208-362-3040
6	7114 7389 6621 1696 8342	5043 ROSEWOOD LLC A CALIFORNIA CORPORATION 3176 GLENDALE BLVD LOS ANGELES CA 90039	0.41	2.65	CA733337	949-261-9244
7	7114 7389 6621 1696 8359	FIRST REGIONAL BANK 1801 CENTURY PARK E #800 LOS ANGELES CA 90067	0.41	2.65	CA733337	949-261-9244
8	7114 7389 6621 1696 8368	SILVER LAKE CONTRACTORS, INC. A CALIFORNIA CORPORATION 3176 GLENDALE BLVD LOS ANGELES, CA 90039	0.41	2.65	CA733338	714-835-1130
9	7114 7389 6621 1696 8373	FREE COURT-MCMORAN COPPER AND GOLD 1 NORTH CENTRAL AVE PHOENIX AZ 85004	0.41	2.65	CA733338	714-835-1130
10	7114 7389 6621 1696 8380	AKER KVAERNER FCA PHELPS DODGE0-BAGDAD MINE MINE SHOP ROAD BAGDAD AZ 86321	0.41	2.65	CA733339	562-463-8088
11	7114 7389 6621 1696 8397	7605 SAN FERNANDO RD LLC 7605 N SAN FERNANDO RD #7 BURBANK CA 91503	0.41	2.65	CA733339	562-463-8088
12	7114 7389 6621 1696 8403	LESSEE FINANCED BY: DETECTION LOGIC 7605 N SAN FERNANDO RD BURBANK CA 91505	0.41	2.65	CA733339	562-463-8088
13	7114 7389 6621 1696 8410	CHATSWORTH ELECTRIC 10445 VARIEL AVE CHATSWORTH CA 91311	0.41	2.65	CA733340	714-921-2600
14	7114 7389 6621 1696 8427	CALIFORNIA AMERICAN WATER CO 611 FOREST LODGE RD #100 PACIFIC GROVE CA 93950	0.41	2.65	CA733340	714-921-2600
15	7114 7389 6621 1696 8434	RA-1 SERVICES INC 15117 ILLINOIS AVENUE PARAMOUNT CA 90723	0.41	2.65	CA733341	925-931-9801
16	7114 7389 6621 1696 8441	EMERY STATION LLC 1120 NYE ST #400 SAN RAFAEL CA 94901	0.41	2.65	CA733341	925-931-9801
17	7114 7389 6621 1696 8458	LESSEE FINANCED BY: ERNEST GALLO CLINIC & RESEARCH 6658 HORTON ST #200 EMERYVILLE CA 94608	0.41	2.65	CA733341	925-931-9801

TOTAL NUMBER OF PIECES LISTED BY SENDER: 17

TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE: 17

POSTMASTER, PER (RECEIVING EMPLOYEE) \_\_\_\_\_



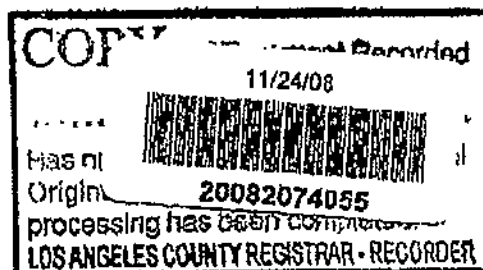
TOTAL P.003



RECORDING REQUESTED BY:  
Engineered Structures, Inc.

AND WHEN RECORDED MAIL TO:  
Engineered Structures, Inc.

12400 W. Overland Road  
Boise, ID 83709



SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MECHANICS' LIEN

The undersigned, Engineered Structures, Inc. claimant, claims a mechanic's lien upon the following described real property: City of Santa Clarita, County of Los Angeles, California, "Circuit City" at The Plaza at Golden Valley, 18037 Golden Valley Road, Santa Clarita, CA.

The sum of \$753,620.93 together with interest thereon at the rate of 10.00 percent per annum from November 21, 2008, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: General contractor services/plumbing, electrical, site work, interior & \*\*\*.

\*\*\*exterior, labor and materials

Claimant furnished the work and/or materials at the request of, or under contract with: Circuit City, 9950 Mayland Drive, Richmond, VA 23233.

The owners and reputed owners of the property are: GMS Golden Valley Ranch, LLC, 5973 Avenida Encinas, #300, Carlsbad, CA 92008 (owner), Circuit City, 9950 Mayland Drive, Richmond, VA 23233 (lessee).

COPY

Firm Name: Engineered Structures, Inc.

By: 


Danielle Olivas / Authorized Agent

### VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanic's lien; I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 21, 2008, at San Diego, California.

  
Danielle Olivas / Authorized Agent



**Service of Process  
Transmittal**

12/23/2008

CT Log Number 514237441



**TO:** Rob Shockley,  
Engineered Structures, Inc.,  
12400 W. Overland Rd.,  
Boise, ID 83709

**RE:** Process Served In California

**FOR:** ENGINEERED STRUCTURES, INC. (Domestic State: ID)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

<b>TITLE OF ACTION:</b>	California Commercial Wiring Systems, Inc., etc., Pltf. vs. Engineered Structures, Inc., et al., Dfts.
<b>DOCUMENT(S) SERVED:</b>	Summons, Complaint, Notice
<b>COURT/AGENCY:</b>	Los Angeles County Superior Court, Hill Street, CA Case #: BC404333
<b>NATURE OF ACTION:</b>	Foreclosure Litigation - Mechanics Lien - County of Los Angeles, State of California
<b>ON WHOM PROCESS WAS SERVED:</b>	E-T Corporation System, Los Angeles, CA
<b>DATE AND HOUR OF SERVICE:</b>	By Process Server on 12/22/2008 at 14:10
<b>APPEARANCE OR ANSWER DUE:</b>	Within 30 days after service
<b>ATTORNEY(S) / SENDER(S):</b>	Creighton A. Stephens Law Offices of Creighton A. Stephens 179 Cindy Avenue Newbury Park, CA 91320 805-504-2810
<b>ACTION ITEMS:</b>	SOP Papers with Transmittal, via Fed-Ex Standard Overnight, 791198352869
<b>SIGNED:</b>	E-T Corporation System
<b>PER:</b>	Nancy Flores
<b>ADDRESS:</b>	818 West Seventh Street Los Angeles, CA 90017
<b>TELEPHONE:</b>	213-337-4615

Page 1 of 1 / MS

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the proper date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

EXHIBIT "C"  
AFF. OF ROB SHOCKLEY



6-10

ENGINEERED STRUCTURES INC

12-22-00

**SUMMONS  
(CITACION JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):

ENGINEERED STRUCTURES, INC.; GMS GOLDEN VALLEY  
RANCH LLC; WESTERN SURETY COMPANY and  
DOES 1 through 20, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CALIFORNIA COMMERCIAL WIRING SYSTEMS, INC. a California  
Corporation

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**CONFORMED COPY**  
OF ORIGINAL FILED  
Los Angeles Superior Court

DEC 22 2008

John A. Clarke, Executive Officer/Clerk

BY MARY GARCIA, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case, there may be a court form that you can use for your response. You can find those court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol](http://www.courtinfo.ca.gov/selfhelp/espanol)), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol](http://www.courtinfo.ca.gov/selfhelp/espanol)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

LOS ANGELES COUNTY SUPERIOR COURT

Central District, Stanley Mosk Courthouse

111 North Hill Street, Los Angeles, California 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

CREIGHTON A. STEPHENS, ESQ. CALIFORNIA BAR# 106377

179 CINDY AVENUE, NEWBURY PARK, CA 91320 TELEPHONE: 805.504.2816

CASE NUMBER:  
(Número del Caso):

BC 404333

DATE:

(Fecha)

DEC 22 2008

JOHN A. CLARKE, Clerk by  
(Secretario)

M. GARCIA

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service on Summons form (POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons; (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.80 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

1 CREIGHTON A. STEPHENS, ESQ. CALIFORNIA SB# 106377  
2 LAW OFFICES OF CREIGHTON A. STEPHENS  
3 179 CINDY AVENUE  
4 NEWBURY PARK, CA 91320  
5 TELEPHONE: 805.504.2816  
6 TELE-COPIER: 805.830.1112  
7 E-MAIL: CASESQ@VERIZON.NET

8 ATTORNEYS FOR CALIFORNIA COMMERCIAL WIRING SYSTEMS, INC.

CONFIRMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court  
DEC 22 2008

John A. Clarke, Executive Officer/Clerk  
BY MARY GARCIA, Deputy

9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF LOS ANGELES

11  
12  
13 CALIFORNIA COMMERCIAL WIRING  
14 SYSTEMS, INC. a California Corporation

15 Plaintiff,

16 vs.

17 ENGINEERED STRUCTURES, INC.;  
18 GMS GOLDEN VALLEY RANCH LLC;  
19 WESTERN SURETY COMPANY and DOES 1  
20 through 20, inclusive,

21 Defendants

Case No.

BC 404333

COMPLAINT FOR FORECLOSURE ON  
MECHANICS LIEN; VOLITIONS OF  
CALIFORNIA CONTRACTORS LICENSE  
LAW; BREACH OF CONTRACT;  
ACCOUNT STATED; OPEN BOOK  
ACCOUNT; REASONABLE VALUE OF  
GOODS AND SERVICES;

CLAIM AMOUNT: \$70,235.00 + accrued  
interest, costs and attorney fees.

22 GENERAL ALLEGATIONS

23 I. Venue is proper in the Superior Court of the State of California for the County of Los  
24 Angeles, because the contract was performed within, and the real property, which is the subject  
25 of this suit, is located in the County of Los Angeles, filing in the Central District is permissible  
26 pursuant to Local Rule 2.0 (e).

2. Plaintiff CALIFORNIA COMMERCIAL WIRING SYSTEMS, INC., hereinafter "CCWS" or "Plaintiff" is and at all times herein mentioned was, a California corporation duly organized and existing under and by virtue of the laws of the State of California, with it's principal place of business located at 1543 N. Placentia Ave. in the city of Anaheim, 92806 in the County of Orange.

3. Plaintiff is informed and believes and thereon alleges that defendant ENGINEERED STRUCTURES, INC., dba IDAHO ESI INC hereinafter "ESI" is and at all times herein mentioned was, IOWA Corporation licensed to do business in California, with its principal place of business at 12400 West Overland Rd. Boise, IDAHO.

4. Plaintiff is informed and believes and thereon alleges that defendant GMS GOLDEN VALLEY RANCH LLC was and at all times herein mentioned is a Delaware LLC with its principal place of business at 3973 Aveneda Encinas #300 CARLSBAD CA 92008.

5. Plaintiff is informed and believes and thereon alleges that defendant GMS GOLDEN VALLEY RANCH LLC, was at all times herein mentioned the owner of that certain real property commonly known as Circuit City #3745 situated at 19037 Golden Valley Rd., Santa Clarita, CA 91321.

6. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants named and sued herein as DOES 1 through 20, inclusive, are unknown to plaintiff. Plaintiff is informed and believes, and thereon alleges that each of these fictitiously named defendants is in some way liable to plaintiff on the causes of action stated below. Pursuant to the provisions of California Code of Civil Procedure §474, plaintiff will seek leave to amend this complaint when the true names and capacities of such fictitiously named defendants can be ascertained.

7. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, each of the defendants sued herein was the agent and employee of each of the

1 remaining defendants and was at all times acting within the scope of such agency and  
2 employment.

3 FIRST CAUSE OF ACTION  
4 (Foreclosure of Mechanics Lien)

5 8. Plaintiff realleges and incorporates herein by reference herein as though fully set forth  
6 the allegations contained in paragraphs 1 through 6 above as though again fully set forth.

7 9. Plaintiff is informed, believes, and on that basis alleges that defendants defendant  
8 GMS GOLDEN VALLEY RANCH LLC and DOES 3 through 20 are now, and at all times  
9 mentioned herein were, the owners and developers of that certain real property commonly  
10 Circuit City #3745 situated at 19037 Golden Valley Rd., Santa Clarita, CA 91321, the real  
11 property.

12 10. On or about March 10, 2008 plaintiff and defendants ESI entered into a certain  
13 contract evidenced by a written agreement and subsequent written change orders in which  
14 plaintiff agreed to furnish certain electrical materials, labor, supplies and services to a work of  
15 improvement known and described as Circuit City #3745, the real property.

16 11. In accordance with the agreements at the special instance and request of defendants  
17 ESI, GMS GOLDEN VALLEY RANCH LLC, or their agents Plaintiff supplied certain  
18 materials, equipment, labor, and services to defendant owners GMS GOLDEN VALLEY  
19 RANCH LLC, which were actually used and incorporated in the in the work of improvement  
20 now completed upon the real property.

21 12. Pursuant to California Civil Code, § 3097, plaintiff gave the required preliminary  
22 notice of its intent to assert Californian Mechanics Lien rights by certified mail, return receipt  
23 requested to defendants/owners GMS GOLDEN VALLEY RANCH LLC and to ESI.

24 13. There remains due owing and unpaid for materials and services furnished to be used  
25 and which were actually used in the work of improvement after crediting payments made the  
26 sum of \$70,235.00 together with interest from November 1, 2008.

1 14. On November 24, 2008, plaintiff duly filed and recorded with the County Recorder's  
2 Office for the County of Los Angeles, California, its mechanic's lien claim as Document No.  
3 20082074237 in the amount of \$70,235.00.

4 15. Plaintiff has incurred as additional expense the necessary charge and expense of  
5 preparing and recording said lien, as well as recording said notice of extension of lien; these  
6 amounts have not been reimbursed to plaintiff.

7 16. Plaintiff is informed and believes that defendants GMS GOLDEN VALLEY RANCH  
8 LLC claim some right, title or interest in and to the real property. Plaintiff is further informed,  
9 believes, and alleges that each of the fictitiously named defendants may also claims an interest or  
10 estate in the property herein mentioned, the exact nature of such claims is unknown to plaintiff.  
11 Said claims, titles or interests of the defendants/owners GMS GOLDEN VALLEY RANCH LLC  
12 or any of the fictitiously named defendants in and to the real property are junior, and subject to,  
13 plaintiff's claim of lien as set forth above.

14 SECOND CAUSE OF ACTION  
15 (Breach of Contract)

16 17. Plaintiff re-alleges and incorporates by reference as though fully set forth herein each  
17 of the allegations plead in paragraphs 1 through 6 and 8 through 14.

18 18. Plaintiff has completed the work and fully performed all conditions, covenants and  
19 promises required on its part to be performed in accordance with the terms and conditions of the  
20 agreement. Plaintiff provided defendant ESI with all materials, labor, supplies and services  
21 required to complete the work of improvement.

22 19. ESI has breached the agreement by failing to fully pay for the electrical materials,  
23 labor, supplies and services provided, despite written demand.

24 20. As a direct and proximate result of ESI breach of the agreement, plaintiff has suffered  
25 damage in the sum of \$130,073.06 together with interest thereon according to proof from  
26 November 1, 2008 until paid.

1 21. Plaintiff has been required to retain an attorney, to enforce this agreement and  
2 prosecute this action. Pursuant to the terms of this agreement, and the applicable provisions of  
3 the California Civil Code plaintiff is entitled to reasonable attorney's fees and costs in  
4 connection with this matter.

5 THIRD CAUSE OF ACTION  
6 (Violation of California Contractors License Law)

7 22. Plaintiff, for a third cause of action against Defendants ESI and WESTERN SURETY  
8 COMPANY re-alleges and incorporates by reference as though fully set forth herein each of the  
9 allegations plead in paragraphs 1 through 6 and 8 through 14.

10 23. Plaintiff has completed the work and fully performed all conditions, covenants and  
11 promises required on its part to be performed in accordance with the terms and conditions of the  
12 agreement. Plaintiff provided defendants ESI with all materials, labor, supplies and services  
13 necessary to complete the work of improvement.

14 24. Plaintiff is informed and believes that ESI has breached its statutory obligations to  
15 Plaintiff including but not limited to the prompt payment provisions of California's Contractors  
16 License Law by failing to promptly pay to Plaintiff funds received from Owner Developers for  
17 materials, labor, supplies and services provided by Plaintiffs.

18 25. As a direct and proximate result of ESI's conduct as referenced above, plaintiff is  
19 informed and believes that it has sustained damages.

20 26. Plaintiff makes claim on Western Surety against the statutory bond of ESI posted  
21 with the Contractors State License Board to the extent so damaged.

22 FOURTH CAUSE OF ACTION  
23 (Account Stated)

24 27. Plaintiff, for a fourth cause of action against defendant defendants ESI re-alleges and  
25 incorporates by reference as though fully set forth the allegations plead above in paragraphs 1  
26 through 6, 8 through 14 and 17 through 20.

1 28. Within the last two years, at the specific insistence and request of defendants ESI  
2 plaintiff has provided certain electrical materials, labor, supplies and services to a work of  
3 improvement known and described as Circuit City #3745 situated at 19037 Golden Valley Rd.,  
4 Santa Clarita, CA 91321, and there remains due owing and unpaid the sum of \$70,235.00.

5 FIFTH CAUSE OF ACTION  
6 (Open Book Account)

7 29. Plaintiff, for a fifth Cause of Action against defendants ESI re-alleges and  
8 incorporates herein by reference as though fully set forth the allegations plead above in  
9 paragraphs 1 through 6 and 8 through 14 and 15 and 17 through 20.

10 30. Within the last four years last past in the city of Industry, County of Los Angeles,  
11 California defendants ESI became indebted to plaintiff on an open book account for the principal  
12 sum of \$70,235.00 for certain electrical materials, labor, supplies and services to a work of  
13 improvement known and described as Circuit City #3745 situated at 19037 Golden Valley Rd.,  
14 Santa Clarita, CA 91321, and there remains a balance due owing and unpaid in the sum of  
15 \$70,235.00 together with interest thereon from November 1, 2008 until paid.

16 31. Plaintiff alleges that these cause of action are based on an Open Book Account  
17 entered into on or after January 1, 1987, as defined in California Civil Code, S 1717.5. As such,  
18 plaintiff is entitled to reasonable attorneys' fees.

19 SIXTH CAUSE OF ACTION  
20 (Reasonable Value - QUANTUM MERUIT)

21 32. Plaintiff, for a sixth Cause of Action against defendants ESI, re-alleges and  
22 incorporates by reference as though fully set forth the allegations plead above in paragraphs 1  
23 through 6 and 8 through 14 and 15 and 17 through 20.

24 33. Within the last two years, plaintiff provided electrical and related equipment, labor,  
25 material and services to defendants ESI, at the special request of ESI and for which ESI implied  
26

1 *assumpsit* or promise to pay to plaintiff as much as reasonably deserved (the reasonable value)  
2 of such material, equipment, labor, and services provided.

3 34. At all times mentioned herein, the total and reasonable value of the above-mentioned  
4 electrical and related equipment, labor, materials and related services exceeded the sums paid by  
5 the sum of \$70,235.00

6  
7 WHEREFORE, plaintiff prays judgment against defendants and each of them as follows:  
8 ON THE FIRST CAUSE OF ACTION FOR FORECLOSURE OF MECHANICS LIEN

9 1. For the principal sum of \$70,235.00

10 2. For interest thereon according to proof from November 1, 2008 until paid,

11 3. For costs of preparing and recording the mechanic's lien,

12 (a) That there be adjudged to be a lien on said land and work of improvement on the  
13 real periphery described in this Complaint;

14 (b) That said real property be adjudged and decreed to be sold by the Sheriff of the  
15 County of Los Angeles according to law and the practice of this Court;

16 (c) That the proceeds of said sales are applied to satisfy the costs of these  
17 proceedings, and plaintiff's claims as aforesaid;

18 (d) That if the proceeds of said sales are insufficient to satisfy the aforesaid sums due  
19 the plaintiff, that plaintiff have judgment and execution against all the defendants  
20 for any deficiency which may arise after the application of proceeds;

21 (e) That the interests, estates or claims of all defendants, and each of them, in, to or  
22 upon the buildings and land described here, and every part thereof, be adjudged  
23 and decreed to be subsequent and subject to plaintiff's lien as aforesaid; and

24 (f) that the equity of redemption of each and every of said defendants in or to said  
25 premises, and every part thereof, be forever barred and foreclosed;  
26



ON THE SECOND, FOURTH, FIFTH AND SIXTH CAUSE OF ACTION AGAINST ESI  
AND DOES 1 through 20:

1. For the principal sum of \$70,235.00
2. For interest thereon according to proof from November 1, 2008 until paid,
3. For reasonable attorneys fees;

ON THE THIRD CAUSE AGAINST Defendants ESI and WESTERN SURETY COMPANY

4. For \$12,500 the amount of ESI's posted bond.

ON ALL CAUSES OF ACTION AGAINST ALL DEFENDANTS:

4. For costs of suit incurred herein; and
5. For such other and further relief as the court deems just and proper.

LAW OFFICES OF CREIGHTON A. STEPHENS


BY   
CREIGHTON STEPHENS  
ATTORNEY FOR PLAINTIFF

VERIFICATION

I declare under penalty of Perjury pursuant to the laws of the State of California the following:

I Vickie Hart am the CEO of CALIFORNIA COMMERCIAL  
WIRING SYSTEMS, INC. Plaintiff in the within action, I have reviewed the within complaint  
and the facts stated therein are true and correct of my own personal knowledge and if called upon  
I could and would competently testify thereto, as to allegations made on information and belief I  
have made reasonable inquiry and believe the truth of the allegations set forth.

DATED: 12-22-08

  
\_\_\_\_\_

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**  
**NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE**  
Case Number \_\_\_\_\_

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

BC404333

Your case is assigned for all purposes to the judicial officer indicated below. There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Gregory Alarcon	36	410	Hon. Mary H. Strobel	32	406
Hon. Conrad Aragon	49	509	Hon. Ernest M. Hiroshige	54	512
Hon. Helen I. Bendix	18	308	Hon. Jane L. Johnson	56	514
Hon. Elihu M. Berke	42	416	Hon. Ann L. Jones	40	414
Hon. (pending)	23	315	Hon. Ruth Ann Kwan	72	731
Hon. Kevin C. Brazile	20	310	Hon. (pending)	33	409
Hon. Soussan G. Bruguera	71	729	Hon. Malcolm H. Mackey	55	515
Hon. Susan Bryant-Denson	52	510	Hon. Rhia Miller	16	306
Hon. Luis A. Lavín	13	630	Hon. David L. Minning	61	632
Hon. Victoria Chaney	321	CCW	Hon. Adolfo Muñoz	47	507
Hon. Judith C. Chilton	19	311	Hon. Mary Ann Murphy	25	317
Hon. Ralph W. Dai	57	517	Hon. Joanne O'Donnell	37	413
Hon. Maureen Duffy-Lewis	38	412	Hon. Yvette M. Palazuelos	28	318
Hon. James R. Dunn	26	316	Hon. Mel Red Recana	45	529
Hon. Mark Mooney	68	617	Hon. Alan S. Rosenfield	31	407
Hon. William F. Rahay	78	730	Hon. Teresa Sanchez-Gordon	74	735
Hon. (pending)	51	511	Hon. John R. Shook	53	513
Hon. Edward A. Ferns	69	621	Hon. Ronald M. Soliglan	41	417
Hon. Kenneth R. Freeman	64	601	Hon. Michael C. Solner	39	415
Hon. Richard Fyhn	15	307	Hon. Michael L. Stern	62	600
Hon. Terry A. Green	14	300	Hon. Roll M. Tieu	58	316
Hon. Elizabeth A. Grimes	30	400	Hon. Elizabeth Allen White	48	506
Hon. (pending)	54	408	Hon. John Shepard Wiley Jr.	50	508
Hon. Robert L. Hess	24	314	Hon. Mary Thornton House	17	309
			Other		

\*Class Actions

Given to the Plaintiff/Cross-Complainant/Attorney of Record on \_\_\_\_\_ JOHN A. CLARKE, Executive Officer/Clerk

By \_\_\_\_\_, Deputy Clerk

**SUMMONS**  
(CITACION JUDICIAL)

1/8/09 2:45 P.

SUM-100

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

ENGINEERED STRUCTURES, INC. doing business as IDAHO  
ESI, INC.;  
GMS GOLDEN VALLEY RANCH, LLC, a Delaware limited  
liability company; and  
DOES 1 through 145, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

INTERIOR EXPERTS GENERAL BUILDERS, INC., a California  
corporation,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**CONFORMED COPY**  
OF ORIGINAL FILED  
Los Angeles County Superior Court

DEC 30 2008

John A. Clarke, District Officer/Clerk  
By \_\_\_\_\_, Deputy  
O. Chavarian

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

LOS ANGELES COUNTY SUPERIOR COURT, CALIFORNIA  
9425 Penfield Avenue

CASE NUMBER:  
(Número del Caso):

PC044374

Chatsworth, CA 91311

North Valley District-Chatsworth Courthouse

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Scott Thomas Green, SBN 82220

805-306-1100 fax 805-306-1300

Nick M. Campbell, SBN 185590

GREEN & CAMPBELL, LLP

1777 E. Los Angeles Ave., Suite 200, Simi Valley, CA 93065

DATE:

(Fecha)

Clerk, by

(Secretario)

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):  
**Engineered Structures, Inc. doing**
3. ☒ on behalf of (specify): **business as IDAHO ESI, Inc.**

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

4. ☐ by personal delivery on (date):

1/8/09

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

Page 1 of 1

1 Scott Thomas Green, SBN 82220  
2 Nick M. Campbell, SBN 185590  
3 **GREEN & CAMPBELL, LLP**  
4 1777 E. Los Angeles Avenue, Ste. 201  
5 Simi Valley, California 93065  
6 Tel.: (805) 306-1100  
7 Fax: (805) 306-1300

8 Attorneys for Plaintiff INTERIOR EXPERTS  
9 GENERAL BUILDERS, INC., a California  
10 corporation

**CONFORMED COPY**  
OF ORIGINAL FILED  
Los Angeles County Superior Court

DEC 30 2008

John A. Clarke, Receiver/Deputy Clerk  
By O. Chapoyan Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

NORTH VALLEY DISTRICT - CHATSWORTH COURTHOUSE

INTERIOR EXPERTS GENERAL  
BUILDERS, INC., a California corporation,

Plaintiff,

vs.

ENGINEERED STRUCTURES, INC. doing  
business as IDAHO ESI, INC.;  
GMS GOLDEN VALLEY RANCH, LLC, a  
Delaware limited liability company; and  
DOES 1 through 145, inclusive,

Defendants.

CASE NO.:

PC044374

UNLIMITED CASE OVER \$25,000

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. FORECLOSURE OF MECHANICS' LIEN
3. RECOVERY ON MECHANICS' LIEN RELEASE BOND
4. ENFORCEMENT OF STOP NOTICE
5. RECOVERY ON STOP NOTICE RELEASE BOND
6. RECOVERY ON CONTRACTOR'S LICENSE BOND
7. OPEN BOOK ACCOUNT
8. ACCOUNT STATED
9. QUANTUM MERUIT

COMES NOW PLAINTIFF, INTERIOR EXPERTS GENERAL BUILDERS, INC., a  
California corporation (hereinafter "PLAINTIFF" or "INTERIOR EXPERTS"), who sets forth the  
following causes of action against the Defendants, and each of them, and who alleges as follows:

**GENERAL ALLEGATIONS**

1. PLAINTIFF, at all times mentioned herein, was and now is a California corporation duly  
organized and existing under the laws of the State of California and authorized and licensed

- 1 to conduct business in the State of California, as a "contractor" as that term is defined by  
2 California Business & Professions Code §7026.
- 3 2. PLAINTIFF is informed and believes and based thereon alleges that at all material times  
4 mentioned herein, Defendant ENGINEERED STRUCTURES, INC. doing business as  
5 IDAHO ESI, INC.(hereinafter "ESI"), was an Idaho corporation doing business in Los  
6 Angeles County, California.
- 7 3. PLAINTIFF is informed and believes and based thereon alleges that if ESI is in fact a  
8 corporation, such corporation is in mere form only, has no existence separate and apart  
9 from Defendant DOES 1 through 5, inclusive, and there exists and at all times mentioned  
10 herein, existed a unity of interest and ownership between Defendant DOES 1 through 5,  
11 inclusive, and ESI such that any individuality and separateness between Defendant DOES 1  
12 through 5, inclusive, and ESI has ceased, and ESI is the alter ego of Defendant DOES 1  
13 through 5, inclusive.
- 14 4. PLAINTIFF is informed and believes and based thereon alleges that the assets and  
15 properties of ESI are commingled with the separate assets of Defendant DOES 1 through 5,  
16 inclusive, such that there is no distinction between individual and corporate assets.
- 17 5. PLAINTIFF is informed and believes and based thereon alleges that adherence to the  
18 fiction of the separate existence of ESI as an entity distinct from Defendant DOES 1  
19 through 5, inclusive, would permit an abuse of the corporate privilege and would permit  
20 injustice in that they would succeed in avoiding legally incurred liabilities while  
21 maintaining the benefits of the corporation.
- 22 6. ESI and DOES 1 through 5, inclusive, are hereinafter jointly and severally referred to as the  
23 "CONTRACTOR DEFENDANTS."
- 24 7. PLAINTIFF is informed and believes and based thereon alleges that at all material times  
25 mentioned herein, Defendant GMS GOLDEN VALLEY RANCH, LLC (hereinafter  
26 "GMS") was a Delaware limited liability company doing business in Los Angeles County,  
27 California.

28 ////

- 1 8. PLAINTIFF is informed and believes and based thereon alleges that if GMS is in fact a  
2 limited liability company, such company is in mere form only, has no existence separate  
3 and apart from Defendant DOES 6 through 75, inclusive, and there exists and at all times  
4 mentioned herein, existed a unity of interest and ownership between Defendant DOES 6  
5 through 75, inclusive, and GMS such that any individuality and separateness between  
6 Defendant DOES 6 through 75, inclusive, and GMS has ceased, and GMS is the alter ego  
7 of Defendant DOES 6 through 75, inclusive.
- 8 9. PLAINTIFF is informed and believes and based thereon alleges that the assets and  
9 properties of GMS are commingled with the separate assets of Defendant DOES 6 through  
10 75, inclusive, such that there is no distinction between individual and company assets.
- 11 10. PLAINTIFF is informed and believes and based thereon alleges that adherence to the  
12 fiction of the separate existence of GMS as an entity distinct from Defendant DOES 6  
13 through 75, inclusive, would permit an abuse of the limited liability company privilege and  
14 would permit injustice in that they would succeed in avoiding legally incurred liabilities  
15 while maintaining the benefits of the limited liability company.
- 16 11. GMS and DOES 6 through 75, inclusive, are hereinafter jointly and severally referred to as  
17 the "OWNER DEFENDANTS."
- 18 12. PLAINTIFF is informed and believes that the OWNER DEFENDANTS are the owners,  
19 reputed owners, and/or leasehold owners of the real property commonly known as 19037  
20 Golden Valley Boulevard, in the City of Santa Clarita, County of Los Angeles, State of  
21 California (hereinafter the "PROJECT" or the "PROPERTY").
- 22 13. GMS and DOES 76 through 100, inclusive, are hereinafter jointly and severally referred to  
23 as the "LENDER DEFENDANTS."
- 24 14. Defendants DOES 101 through 110, inclusive are hereinafter jointly and severally referred  
25 to as the "LIEN RELEASE BOND PRINCIPALS."
- 26 15. Defendants DOES 111 through 120, inclusive, are hereinafter jointly and severally referred  
27 to as the "LIEN RELEASE BOND SURETIES."

28 ////

- 1 16. Defendants DOES 121 through 130, inclusive, are hereinafter jointly and severally referred  
2 to as the "STOP NOTICE RELEASE BOND PRINCIPALS."  
3 17. Defendants DOES 131 through 140, inclusive, are hereinafter jointly and severally referred  
4 to as the "STOP NOTICE RELEASE BOND SURETIES."  
5 18. Defendants DOES 141 through 145, inclusive, are hereinafter jointly and severally referred  
6 to as the "LICENSE BOND SURETIES."  
7 19. PLAINTIFF is ignorant of the true names and capacities, whether corporate, individual,  
8 partnership, associate or otherwise, of Defendants sued herein as fictitious DOES 1 through  
9 145, inclusive, and therefore sues these Defendants by such fictitious names. PLAINTIFF  
10 will amend this Complaint to allege their true names and capacities when ascertained.  
11 20. PLAINTIFF is informed and believes, and thereon alleges that, each of the fictitiously  
12 named Defendants is indebted to PLAINTIFF as hereinafter alleged, and that PLAINTIFF's  
13 rights against such fictitiously named Defendants arise from such indebtedness.  
14 21. PLAINTIFF is informed and believes, and on such information and belief alleges that, at all  
15 times mentioned, each of the Defendants was the agent and employee of each of their Co-  
16 Defendants and, in doing the things herein mentioned, were acting within the scope of their  
17 authority as such agents and employees and with the permission and consent of their Co-  
18 Defendants.  
19 22. The allegations sued upon herein arose in Los Angeles County, in the State of California.  
20 23. The within action is not subject to the provisions of Sections 2981, *et seq.*, (Reese-Levering  
21 Act) and Section 1801, *et seq.*, (Unruh Act) of the *Civil Code* of the State of California.

22 FIRST CAUSE OF ACTION

23 BREACH OF CONTRACT

24 (Against CONTRACTOR DEFENDANTS)

- 25 24. PLAINTIFF repeats each and every allegation contained in Paragraphs 1 through 23  
26 inclusive, of this Complaint and incorporates the same by this reference, as though set forth  
27 at length herein.

28 ////

- 1 25. On or about March 4, 2008, PLAINTIFF entered into a written agreement with  
2 CONTRACTOR DEFENDANTS under which rough carpentry, metal stud drywall,  
3 frames/doors/hardware, restroom and toilet partitions and acoustical ceiling services,  
4 materials, equipment and labor would be supplied to CONTRACTOR DEFENDANTS at  
5 the PROPERTY in exchange for payment. A true and correct copy of the AGREEMENT  
6 is attached hereto as Exhibit "A" and incorporated herein by reference.
- 7 26. Subsequently thereto, the CONTRACTOR DEFENDANTS and PLAINTIFF entered into a  
8 series of agreements modifying certain terms of the AGREEMENT, including without  
9 limitation, terms regarding the scope of work to be performed by PLAINTIFF and the  
10 payments to be made for the adjustments in the scope of work. These written  
11 modifications to the AGREEMENT are referred to herein collectively as the CHANGE  
12 ORDERS. The CHANGE ORDERS and the AGREEMENT are referred to herein  
13 collectively as the AGREEMENT.
- 14 27. PLAINTIFF performed all conditions, covenants, and promises required on its part to be  
15 performed in accordance with the terms of the AGREEMENT except for those conditions,  
16 covenants, and promises which were excused by the CONTRACTOR DEFENDANTS  
17 and/or conditions, covenants, and promises which PLAINTIFF was prevented from  
18 performing by the acts or omissions to act on the part of the CONTRACTOR  
19 DEFENDANTS.
- 20 28. CONTRACTOR DEFENDANTS, and each of them, have subsequently breached the  
21 AGREEMENT by failing to pay PLAINTIFF its invoices in the amount of \$196,630.25.
- 22 29. Although demand therefor has been made for payment in accordance with the  
23 AGREEMENT, no part of the outstanding invoices have been paid, and there is now due  
24 and owing to PLAINTIFF the total sum of at least \$196,630.25.
- 25 30. Pursuant to California Civil Code § 3287 and 3289, PLAINTIFF is entitled to interest at the  
26 rate of 10% per annum on the unpaid amount of \$196,630.25 from November 7, 2008, plus  
27 attorneys' fees, penalties, costs and interest pursuant to California Civil Code §§ 3260 and  
28 3260.1 and Business & Professions Code § 7108.5, at the rate of 2% per month on the



1 unpaid amount of at least \$196,630.25 from November 7, 2008. The daily rate of interest  
2 and penalties on the unpaid balance is \$177.57.

3 SECOND CAUSE OF ACTION

4 FORECLOSURE OF MECHANICS' LIEN

5 (Against OWNER DEFENDANTS and  
6 LENDER DEFENDANTS)

7 31. PLAINTIFF repeats and realleges each and every allegation contained in Paragraphs 1  
8 through 30 inclusive of this complaint and incorporates the same by this reference, as  
9 though set forth at length herein.

10 32. PLAINTIFF is informed and believes, and based thereon alleges, that at all times  
11 mentioned, OWNER DEFENDANTS and LENDER DEFENDANTS claim to have some  
12 estate, lien, right, title or interest in or upon the PROPERTY or some part thereof, which  
13 said claim or claims are subject, subsequent and subordinate to the lien of PLAINTIFF as  
14 set forth herein.

15 33. The whole of said PROPERTY is required for the use and convenient occupancy of the  
16 buildings and improvements situated thereon and more particularly described herein.

17 34. In order to secure its claim of lien, PLAINTIFF caused to be recorded within the time  
18 prescribed by law, in the office of the County Recorder of the county where the  
19 PROPERTY is located, a verified claim of lien against the PROPERTY.

20 35. PLAINTIFF served a Preliminary 20-Day Notice on the CONTRACTOR DEFENDANTS  
21 which PLAINTIFF reasonably and in good faith believed to be the general contractor on  
22 the job, or the reputed general contractor, and on the OWNER DEFENDANTS, which  
23 PLAINTIFF reasonably and in good faith believed to be the owner, or reputed owner of the  
24 PROPERTY where the labor and materials were supplied, and on the LENDER  
25 DEFENDANTS, which PLAINTIFF reasonably and in good faith believed to be the  
26 construction lenders on the PROPERTY. OWNER DEFENDANTS had actual knowledge  
27 of the work of improvement on the PROPERTY and PLAINTIFF's provision of materials  
28 and labor intended to be used on and used in the PROPERTY.

36. At the time of the recording of the claim of lien, the amount of at least \$196,630.25 was due, owing and unpaid for materials and services provided by PLAINTIFF to the OWNER DEFENDANTS and intended to be used on and used in the PROPERTY referred to in this Cause of Action. The cost to PLAINTIFF of verifying and recording the claim of lien was \$19.00. A true and correct copy of the mechanics' lien recorded by PLAINTIFF is attached hereto as Exhibit "B" and incorporated herein by this reference.

37. No valid notice of completion of said work of improvement and/or cessation of labor thereon was filed in the office of the County Recorder of Los Angeles County, California, and ninety (90) days has not elapsed or expired since the completion of said work of improvement, or any cessation of labor therein, and the recording of PLAINTIFF's notice and claim of lien for recording as aforesaid.

**THIRD CAUSE OF ACTION**

**RECOVERY ON MECHANICS' LIEN RELEASE BOND**

(Against the LIEN RELEASE BOND PRINCIPALS  
and the LIEN RELEASE BOND SURETIES)

38. PLAINTIFF repeats each and every allegation contained in Paragraphs 1 through 37, inclusive, of this Complaint and incorporates the same by this reference, as though set forth at length herein.

39. PLAINTIFF is informed and believes and based thereon alleges that the LIEN RELEASE BOND PRINCIPALS, and each of them, as principals, and the LIEN RELEASE BOND SURETIES, and each of them, as Surety, made, executed and delivered a Mechanics' Lien Release Bond, in which event:

- (a) The liens against the PROPERTY were discharged; and
- (b) The Mechanics' Lien Release Bond became the substitute for the liens against the PROPERTY, and the LIEN RELEASE BOND SURETIES became the proper parties against whom the rights of the mechanics' lien claimant must be asserted.

////

40. By reason of the foregoing, the LIEN RELEASE BOND SURETIES, and each of them, are indebted to PLAINTIFF in the sum of at least \$196,630.25, plus interest thereon at the maximum rate allowed by law on the unpaid amount of \$196,630.25 from November 7, 2008.

**FOURTH CAUSE OF ACTION**

**ENFORCEMENT OF STOP NOTICE**

(Against LENDER DEFENDANTS)

41. PLAINTIFF repeats each and every allegation contained in Paragraphs 1 through 40 inclusive, of this Complaint and incorporates the same by this reference, as though set forth at length herein.

42. On or about December 24, 2008, which is within the time allowed by law, PLAINTIFF filed its Bonded Stop Notice relating to the PROPERTY, a true and correct copy of which is attached hereto as Exhibit "C."

43. In the Stop Notice, PLAINTIFF demanded that the LENDER DEFENDANTS withhold sufficient funds to answer the PLAINTIFF's claims contained in the Stop Notice for the sum of \$196,630.25, which total sum remains unpaid under the Agreement.

44. Plaintiff is informed and believes and thereon alleges that when the LENDER DEFENDANTS received the Stop Notice as alleged above, they had in their possession sufficient funds due or to become due to PLAINTIFF to answer the PLAINTIFF's claim stated in such Stop Notice.

45. By reasons of the foregoing, the Defendants, and each of them, are indebted to PLAINTIFF in the sum of \$196,630.25, plus interest thereon at the maximum rate allowed by law from November 7, 2008.

**FIFTH CAUSE OF ACTION**

**RECOVERY ON STOP NOTICE RELEASE BOND**

(Against the STOP NOTICE RELEASE BOND PRINCIPALS  
and the STOP NOTICE RELEASE BOND SURETIES)

46. Plaintiff repeats each and every allegation contained in Paragraphs 1 through 45, inclusive,

of this Complaint and incorporates the same by this reference, as though set forth at length herein.

47. Plaintiff is informed and believes and based thereon alleges that the STOP NOTICE RELEASE BOND PRINCIPALS, and each of them, as principals, and the STOP NOTICE RELEASE BOND SURETIES, and each of them, as Sureties, made, executed and delivered a Stop Notice Release Bond and that the LENDER DEFENDANTS have accepted the Stop Notice Release Bond and have released the money that was being held pursuant to the aforementioned Stop Notice, in which event:

(a) The duty of the LENDER DEFENDANTS to withhold money pursuant to the Stop Notice was discharged;

(b) The Stop Notice Release Bond became the substitute for the money previously withheld pursuant to the Stop Notice, and the STOP NOTICE RELEASE BOND SURETIES became the proper parties against whom the rights of the Stop Notice claimant must be asserted; and

(c) The cause of action against the LENDER DEFENDANTS on the Stop Notice no longer exists.

48. By reasons of the foregoing, the STOP NOTICE RELEASE BOND SURETIES, and each of them, are indebted to Plaintiff in the sum of \$196,630.25, plus interest thereon at the maximum rate allowed by law from November 7, 2008.

**SIXTH CAUSE OF ACTION**

**RECOVERY ON CONTRACTOR'S LICENSE BOND**

(Against CONTRACTOR DEFENDANTS  
and LICENSE BOND SURETIES)

49. PLAINTIFF repeats each and every allegation contained in Paragraphs 1 through 48, inclusive, of this Complaint and incorporates the same by this reference, as though set forth at length herein.

50. PLAINTIFF is informed and believes and based thereon alleges that CONTRACTOR DEFENDANTS, and each of them, as principals, and LICENSE BOND SURETIES, and

each of them, as sureties, made, executed and delivered to the State of California, their bond and obligation (the "LICENSE BOND") in writing pursuant to Section 7071.5 of the California Business and Professions Code. Pursuant to said section, each bond is for the benefit of any person damaged as a result of any violation of Chapter 9 of Division 3 of the Business and Professions Code.

51. Said CONTRACTOR DEFENDANTS, and each of them, failed to comply with the provisions of Chapter 9 of Division 3 of the Business and Professions Code in that CONTRACTOR DEFENDANTS diverted funds received and/or failed substantially to account for the application or use of such funds and failed to pay for the construction materials and services furnished by PLAINTIFF for said CONTRACTOR DEFENDANTS in violation of Sections 7108, 7108.5 and 7120 of the Business and Professions Code, and PLAINTIFF has been damaged as a result thereof in an amount exceeding the penal sum of the LICENSE BOND.

52. By reasons of the foregoing, CONTRACTOR DEFENDANTS and LICENSE BOND SURETIES, and each of them, are indebted to PLAINTIFF in the sum of \$12,500.00.

SEVENTH CAUSE OF ACTION

OPEN BOOK ACCOUNT

(Against CONTRACTOR DEFENDANTS)

53. PLAINTIFF repeats each and every allegation contained in Paragraphs 1 through 23, inclusive, of this Complaint and incorporates the same by this reference, as though set forth at length herein.

54. Within the last four years in the State of California, the CONTRACTOR DEFENDANTS, and each of them, became indebted to PLAINTIFF on an open book account for money due in the sum of at least \$196,630.25 for the provision of materials, equipment and labor provided by PLAINTIFF to the CONTRACTOR DEFENDANTS, and each of them, pursuant to their special request and for which said CONTRACTOR DEFENDANTS, and each of them, agreed to pay the principal amount of \$196,630.25.

////

1 55. No part of the outstanding sums due have been paid, and no part of the interest accrued or  
2 attorneys' fees incurred due to the refusal and delay by CONTRACTOR DEFENDANTS in  
3 paying monies due have been paid, although demand therefor has been made.

4 56. Pursuant to California Civil Code § 1717.5, California Civil Code §§ 3260 and 3260.1,  
5 California Civil Code §§ 3287 and 3289, and Business & Professions Code § 7108.5,  
6 PLAINTIFF is entitled to attorneys' fees, costs, interest, and penalties at the rate of 2% per  
7 month on the on the unpaid amount of at least \$196,630.25 from November 7, 2008. Such  
8 attorneys' fees are at this time unknown, and PLAINTIFF reserves the right to amend this  
9 Complaint to allege same with certainty when ascertained.

10 EIGHTH CAUSE OF ACTION

11 ACCOUNT STATED

12 (Against CONTRACTOR DEFENDANTS)

13 57. PLAINTIFF repeats each and every allegation contained in Paragraphs 1 through 23,  
14 inclusive, of this Complaint and incorporates the same by this reference, as though set forth  
15 at length herein.

16 58. Within the last four years in the State of California, an account was stated by and between  
17 PLAINTIFF and the CONTRACTOR DEFENDANTS, and each of them, wherein it was  
18 agreed that CONTRACTOR DEFENDANTS, and each of them, were indebted to  
19 PLAINTIFF in the sum of at least \$196,630.25 for materials, equipment and labor provided  
20 by PLAINTIFF to said CONTRACTOR DEFENDANTS and each of them.

21 59. No part of the outstanding sums due have been paid, and no part of the interest accrued or  
22 attorneys' fees incurred due to the refusal and delay by CONTRACTOR DEFENDANTS in  
23 paying monies due have been paid, although demand therefor has been made.

24 60. Pursuant to California Civil Code §§ 3260 and 3260.1, California Civil Code §§ 3287 and  
25 3289, and Business & Professions Code § 7108.5, PLAINTIFF is entitled to attorneys' fees,  
26 costs, interest, and penalties at the rate of 2% per month on the on the unpaid amount of at  
27 least \$196,630.25 from November 7, 2008. Such attorneys' fees are at this time unknown,  
28 and PLAINTIFF reserves the right to amend this Complaint to allege same with certainty

1 when ascertained.

2 NINTH CAUSE OF ACTION

3 QUANTUM MERUIT

4 (Against CONTRACTOR DEFENDANTS)

5 61. PLAINTIFF repeats and realleges each and every allegation contained in Paragraphs 1  
6 through 23, inclusive, of this Complaint and incorporates the same by this reference, as  
7 though set forth at length herein.

8 62. Within the last two years, in Los Angeles County, California, the CONTRACTOR  
9 DEFENDANTS became indebted to PLAINTIFF in the sum of at least \$196,630.25 at the  
10 Defendants' special instance. The reasonable value of PLAINTIFF's services is at least  
11 \$196,630.25.

12 63. No part of the above outstanding sum has been paid, notwithstanding the fact that  
13 PLAINTIFF has demanded payment therefor, and there is now due, owing and unpaid from  
14 CONTRACTOR DEFENDANTS, and each of them, to PLAINTIFF the sum of at least  
15 \$196,630.250 plus interest thereon at the maximum allowable rate, from November 7,  
16 2008.

17 64. Pursuant to California Civil Code §§ 3260 and 3260.1, California Civil Code §§ 3287 and  
18 3289, and Business & Professions Code § 7108.5, PLAINTIFF is entitled to attorneys' fees,  
19 costs, interest, and penalties at the rate of 2% per month on the on the unpaid amount of at  
20 least \$196,630.25 from November 7, 2008. Such attorneys' fees are at this time unknown,  
21 and PLAINTIFF reserves the right to amend this Complaint to allege same with certainty  
22 when ascertained.

23 PRAYER

24 WHEREFORE, PLAINTIFF prays for judgment against Defendants, and each of them as  
25 follows:

26 ON THE FIRST CAUSE OF ACTION:

27 1. For the sum of at least \$196,630.25; plus interest thereon at a rate of 10% per annum from  
28 November 7, 2008 pursuant to California Civil Code §§ 3287 and 3289; and

- 1 2. For interest, penalties, based upon the principal sum of \$196,630.25 at 2% per month from  
2 November 7, 2008 pursuant to California Civil Code § 1717, California Civil Code §§  
3 3260 and 3260.1 and Business and Professions Code § 7108.5.

4 **ON THE SECOND CAUSE OF ACTION:**

- 5 3. For the sum of at least \$196,630.25 plus interest thereon at a rate of 10% per annum from  
6 November 7, 2008 to be declared a lien against the PROPERTY referred to herein in the  
7 second Cause of Action superior to the claim, title, lien, or interest of any other Defendant,  
8 and that the real property be decreed sold by the Sheriff of Los Angeles County, California,  
9 according to the law, and all proceeds of said sale be applied to PLAINTIFF's claim and to  
10 the costs of these proceedings, and the sale of the PROPERTY;  
11 4. That PLAINTIFF may have execution against Defendants above-named, and each of them,  
12 for any deficiency remaining after said sale and the application of the proceeds thereof  
13 toward the payment of PLAINTIFF's claim with all costs and expenses of sale;  
14 5. That it be decreed that the claim of the Defendants above-named, and each of them, if any  
15 they have, are subsequent to, subject to, and junior to the claim of PLAINTIFF herein; and  
16 6. The sum of \$19.00 expended for the purpose of verifying and recording said claims of lien.

17 **ON THE THIRD CAUSE OF ACTION:**

- 18 7. For the sum of at least \$196,630.25 plus interest thereon at a rate of 10% per annum from  
19 November 7, 2008.

20 **ON THE FOURTH CAUSE OF ACTION:**

- 21 8. For the sum of \$196,630.25 plus interest thereon at the maximum rate allowed by law from  
22 November 7, 2008.

23 **ON THE FIFTH CAUSE OF ACTION:**

- 24 9. For the sum of \$196,630.25 plus interest thereon at the maximum rate allowed by law from  
25 November 7, 2008.

26 **ON THE SIXTH CAUSE OF ACTION:**

- 27 10. For the sum of \$12,500.00.

28 ////



1 ON THE SEVENTH CAUSE OF ACTION:

- 2 11. For the sum of at least \$196,630.25 plus interest thereon at a rate of 10% per annum from  
3 November 7, 2008, plus penalties and fees pursuant to California Civil Code § 1717.5,  
4 California Civil Code §§ 3260 and 3260.1, California Civil Code §§ 3287 and 3289, and  
5 Business & Professions Code § 7108.5.

6 ON THE EIGHTH CAUSE OF ACTION:

- 7 12. For the sum of at least \$196,630.25 plus interest thereon at a rate of 10% per annum from  
8 November 7, 2008, plus penalties and fees pursuant to California Civil Code §§ 3260 and  
9 3260.1, California Civil Code §§ 3287 and 3289, and Business & Professions Code §  
10 7108.5.

11 ON THE NINTH CAUSE OF ACTION:

- 12 13. For the sum of at least \$196,630.25 plus interest thereon at a rate of 10% per annum from  
13 November 7, 2008, plus penalties and fees pursuant to California Civil Code §§ 3260 and  
14 3260.1, California Civil Code §§ 3287 and 3289, and Business & Professions Code §  
15 7108.5.

16 ON ALL CAUSES OF ACTION:

- 17 14. For costs of suit herein incurred, attorneys' fees; and  
18 15. For such other and further relief as the Court deems just and proper.

19 Dated: December 29, 2008

GREEN & CAMPBELL, LLP

20  
21 By: 

22 Scott Thomas Green  
23 Nick M. Campbell  
24 Attorneys for Plaintiff, INTERIOR EXPERTS  
25 GENERAL BUILDERS, INC., a California  
26 corporation  
27  
28

NOV-10-2008 08:54

CONSTRUCTION NOTICE SRVS

P.002

Dated: 04/28/08

CA733786

## CALIFORNIA PRELIMINARY NOTICE

In accordance with sections 3097 and 3098, California Civil Code

This is not a Lien, This is not a reflection on the integrity of any contractor or subcontractor

1 - You are hereby notified that

ENGINEERED STRUCTURES INC  
12400 W OVERLAND RD  
BOISE ID 83709

Reputed Owner

RJ VENTURES  
1801 AVE OF THE STARS #920  
LOS ANGELES CA 90067

2 - Has furnished or will furnish labor,  
services, equipment, or materials of  
the following general description:  
LABOR MATERIALS &/OR SERVICES

Reputed Construction Lender or Lessee

LESSEE FINANCED BY:  
CIRCUIT CITY STORES INC  
9950 MAYLAND DR  
RICHMOND VA 23233-1464

3 - An estimate of the total price of the  
labor, services, equipment, or materials  
furnished or to be furnished is:  
\$ 1,648,307.00

Reputed Original Contractor

ENGINEERED STRUCTURES INC  
12400 W OVERLAND RD  
BOISE ID 83709

4 - The building, structure or other work of  
improvement is located at:

CIRCUIT CITY #3396  
.620/34660 MONTEREY AVE  
PALM DESERT CA 92211

A.D.C. UNKNOWN

5 - The name of the person or firm who contracted  
for the purchase of such labor, services,  
equipment or material is:

CIRCUIT CITY STORES INC  
9950 MAYLAND DR  
RICHMOND VA 23233-1464

6 - Name and address of Trust Funds to which  
Supplemental Fringe Benefits are payable  
(if applicable):

7 - Jobsite is Federal Public Work Title 40 USC  
Sec. 270A-270E.

Contract #

Bond Co:

Signed

Authorized Agent

*John C. Gray*

### NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS FURNISHED OR TO BE FURNISHED, A MECHANICS' LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A RELEASE SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING FINAL PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING FEWER THAN 5 UNITS, PRIVATE PROJECT OWNERS MUST NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN CLAIMANT WHO HAS PROVIDED THE OWNER WITH A PRELIMINARY 20-DAY LIEN NOTICE IN ACCORDANCE WITH SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF COMPLETION OR NOTICE OF CESSATION HAS BEEN RECORDED WITHIN 10 DAYS OF ITS RECORDATION. NOTICE SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING. FAILURE TO NOTIFY WILL EXTEND THE DEADLINES TO RECORD A LIEN.

**SERVICE OF  
PRE-LIEN**

NOV-24-2008 11:14

CONSTRUCTION NOTICE SRVS

P.001



*Over 18,000 Contractors and Suppliers getting paid has built our business for the past 24 years!*

**Construction Notice Services, Inc.**

To:	Crystal Jones	From:	Myrna Geronimo
	Engineered Structures, Inc.	Date:	11/24/2008
Fax:	208-947-5813	Pages:	3

### PROOF OF SERVICE

Following is the proof of service you requested on Prelim# CA733786. There were no records of returned mail in our office for this prelim so I must request the proof of delivery signature from the post office showing who signed for the certified mailings and when it was signed for. There is a charge of \$5.50 per signature request. There were 2 mailings on this prelim so there will be a charge of \$11.00, there's also a charge of \$25.00 for rush fee. With the total of \$36.00 fee made to your account for this service. I should receive the results back from the post office within 2-4 weeks upon which I will fax them to you. Please give me a call if you have any questions regarding this service.

NOV-24-2008 11:14

CONSTRUCTION NOTICE SRVS

P.002

**Private Works  
Declaration of Service  
(Section 3097.1 (c) California Civil Code)**

I, Valerie Burcks, as Unit Supervisor, declare that we, Construction Notice Services, Inc., served copies of this Preliminary Notice by first class certified mail, postage prepaid, on the evening of April 28, 2008 at the San Diego/Mira Mesa California Post Office.

Copies of this Preliminary Notice were mailed to the Reputed Owner, Reputed Original Contractor, and if applicable, the Reputed Lender at the names and addresses listed on the attached certified mail page.

I declare, under penalty of perjury, that the foregoing is true and correct.  
Executed on November 24, 2008 at San Diego, California.

  
\_\_\_\_\_  
Valerie Burcks, Supervisor

NOV-24-2008 11:14

CONSTRUCTION NOTICE SRVS

P.003

Page: 2

CERTIFIED MAIL

Construction Notice Services, Inc.  
9520 Padgett Street, Suite 208  
San Diego, CA 92126-4447  
Telephone: 800-366-5660

LN#	CERT#	ADDRESSEE NAME, ADDRESS, CITY, STATE, ZIP	POSTAGE	FEE	PLN#	CUSTOMER
1	7114 7389 6621 1697 7979	MORRISSEY CONSTRUCTION 3740 OCEANIC WAY #301 OCEANSIDE CA 92056	0.41	2.65	CA733780	858-585-1412
2	7114 7389 6621 1697 7986	THOMAS PROPERTIES GROUP 515 S FLOWER ST 6TH FL LOS ANGELES CA 90071	0.41	2.65	CA733781	310-323-3623
3	7114 7389 6621 1697 7993	LBA REALTY FUND III CO LLC & LBA REALTY 10089 WILLOW CREEK RD #110 SAN DIEGO CA 92131	0.41	2.65	CA733783	858-292-6780
4	7114 7389 6621 1697 8006	BOWLING CONSTRUCTION INC 5735 KEARY VILLA RD #103 SAN DIEGO CA 92123	0.41	2.65	CA733783	858-292-6780
5	7114 7389 6621 1697 8013	CP SAN FRANCISCO LLC COPELAND'S PROPERTIES PO BOX 1085 SAN LUIS OBISPO CA 93406	0.41	2.65	CA733784	650-615-7705
6	7114 7389 6621 1697 8020	FINE LINE GROUP INC 457 MINNA ST SAN FRANCISCO CA 94103	0.41	2.65	CA733784	650-615-7705
7	7114 7389 6621 1697 8037	CITY OF THOUSAND OAKS 2100 E THOUSAND OAKS BLVD THOUSAND OAKS CA 91362	0.41	2.65	CA733785	818-787-0481
8	7114 7389 6621 1697 8044	LA BUILDERS INC 15635 SATICOY ST # H VAN NUYS CA 91406	0.41	2.65	CA733785	818-787-0481
9	7114 7389 6621 1697 8051	JO VENTURES 1801 AVE OF THE STARS #920 LOS ANGELES CA 90067	0.41	2.65	CA733786	208-382-3040
10	7114 7389 6621 1697 8068	LESSEE FINANCED BY: CIRCUIT CITY STORES INC 8050 MAYLAND DR RICHMOND VA 23233-1404	0.41	2.65	CA733786	208-382-3040
11	7114 7389 6621 1697 8075	ALCIED SIGNAL INC PO BOX 4900 SCOTTSDALE AZ 85261	0.41	2.65	CA733787	562-921-2733
12	7114 7389 6621 1697 8082	LESSEE FINANCED BY: HONEYWELL 2525 W 190TH ST TORRANCE CA 90504	0.41	2.65	CA733787	562-921-2733
13	7114 7389 6621 1697 8099	LITTLE FOOT CONSTRUCTION 1336 MOORPARK RD #281 THOUSAND OAKS CA 91360	0.41	2.65	CA733788	916-941-2800
14	7114 7389 6621 1697 8105	CITY OF CAMPBELL 70 N 1ST ST CAMPBELL CA 95008	0.41	2.65	CA733788	916-941-2800
15	7114 7389 6621 1697 8112	OWNER FINANCED BY: RANDY FLOWERS 133 S 1ST ST CAMPBELL CA 95008	0.41	2.65	CA733788	916-941-2800
16	7114 7389 6621 1697 8129	FLOWERS BROTHERS CONSTRUCTION 302 N 2ND ST #1 CAMPBELL CA 95008	0.41	2.65	CA733788	916-941-2800
17	7114 7389 6621 1697 8138	CARKIN PROPERTY CO LLC PO BOX 5085 REDWOOD CITY CA 94063	0.41	2.65	CA733780	415-495-2002
18	7114 7389 6621 1697 8143	KEEGAN CONST PO BOX 450790 SAN FRANCISCO CA 94146	0.41	2.65	CA733789	415-495-2002
19	7114 7389 6621 1697 8150	CP SAN FRANCISCO LLC COPELAND'S PROPERTIES 1028 PEACH ST SAN LUIS OBISPO CA 93401	0.41	2.65	CA733790	650-615-7705

TOTAL NUMBER OF PIECES LISTED BY SENDER: 19

TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE: 19

POSTMASTER, PER (RECEIVING EMPLOYEE)



TOTAL P.003

RECORDING REQUESTED BY:  
Engineered Structures, Inc.

AND WHEN RECORDED MAIL TO:  
Engineered Structures, Inc.

12400 W. Overland Road  
Boise, ID 83709

DOC # 2008-0819424  
11/21/2008

Customer Copy Label

The paper to which this label is  
affixed has not been compared  
with the recorded document

Larry W Ward  
County of Riverside  
Recorder, County Clerk & Recorder

USE

## MECHANICS' LIEN

The undersigned, Engineered Structures, Inc. claimant, claims a mechanic's lien upon the following described real property: City of Palm Desert, County of Riverside, California, Circuit City, 34680 Monterey Avenue, Palm Desert, CA.

The sum of \$628,383.12 together with interest thereon at the rate of 10.00 percent per annum from November 20, 2008, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: General contractor services-plumbing, electrical, stewart, interior & exterior. \*labor and materials, etc.

Claimant furnished the work and/or materials at the request of, or under contract with: Circuit City, 8850 Mayland Drive, Richmond, VA 23233.

The owners and reputed owners of the property are: RJ Ventures, LLC, 1801 Avenue of the Stars, #920, Los Angeles, CA 90067 (owner), Circuit City Stores, Inc., 9850 Mayland Drive, Richmond, VA 23233 (lessee).

COPY

Firm Name: Engineered Structures, Inc.

By:

*Angela Darling*

Angela Darling / Authorized Agent

### VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanic's lien; I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 20, 2008, at San Diego, California.

*Angela Darling*

Angela Darling / Authorized Agent

COPYRIGHT 1994, CONSTRUCTION NOTICE SERVICES, INC. (202)325-8500



**Service of Process  
Transmittal**

12/23/2008

CT Log Number 514237404



**TO:** Rob Shockley  
Engineered Structures, Inc.  
12400 W. Overland Rd.  
Bojss, ID 83709

**RE:** Process Served in California

**FOR:** ENGINEERED STRUCTURES, INC. (Domestic State: ID)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

<b>TITLE OF ACTION:</b>	California Commercial Wiring Systems, Inc., etc., Pltf. vs. Engineered Structures, Inc., et al., Dfts.
<b>DOCUMENT(S) SERVED:</b>	Summons, Complaint
<b>COURT/AGENCY:</b>	Riverside County Superior Court, Indio, CA Case # IN0082837
<b>NATURE OF ACTION:</b>	Foreclosure Litigation - Mechanics Lien - County of Riverside, State of California
<b>ON WHOM PROCESS WAS SERVED:</b>	C.T. Corporation System, Los Angeles, CA
<b>DATE AND HOUR OF SERVICE:</b>	By Process Server on 12/22/2008 at 14:10
<b>APPEARANCE OR ANSWER DUE:</b>	Within 30 days after service
<b>ATTORNEY(S) / SENDER(S):</b>	Creighton A. Stephens Law Offices of Creighton A. Stephens 179 Cindy Avenue Newbury Park, CA 91320 805-504-2814
<b>ACTION ITEMS:</b>	SOP Papers with Transmittal, via Fed Ex Standard Overnight, 791498352869
<b>SIGNED:</b>	C.T. Corporation System
<b>FOR:</b>	Nancy Flores
<b>ADDRESS:</b>	818 West Seventh Street Los Angeles, CA 90017
<b>TELEPHONE:</b>	213-337-4615

Page 1 of 1 / MS

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpretation of said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

EXHIBIT "G"  
AFF. OF ROB SHOCKLEY



**SUMMONS**  
(CITACION JUDICIAL)

**NOTICE TO DEFENDANT:**  
(AVISO AL DEMANDADO):

ENGINEERED STRUCTURES, INC.; R.I. VENTURES,  
ROTHBART DEVELOPMENT; WESTERN SURETY COMPANY  
and DOES 1 through 20, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CALIFORNIA COMMERCIAL WIRING SYSTEMS, INC. a California  
Corporation

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

DEC 19 2008

Y. Dominguez

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE  
DESERT DIVISION Indio Court 46-200 Oasis Street  
Indio, Ca. 92201

CASE NUMBER:  
(Número del Caso)

INC 082837

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

CREIGHTON A. STEPHENS, ESQ. CALIFORNIA BAR# 106377  
179 CINDY AVENUE, NEWBURY PARK, CA 91320 TELEPHONE: 805.504.2816

DATE:  
(Fecha)

DEC 19 2008

Clerk, by  
(Secretario)

Y. Dominguez

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

COPY

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.80 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

1 CREIGHTON A. STEPHENS, ESQ. CALIFORNIA SB# 106377  
2 LAW OFFICES OF CREIGHTON A. STEPHENS  
3 179 CINDY AVENUE  
4 NEWBURY PARK, CA 91320  
5 TELEPHONE: 805.504.2816  
6 TELE-COPIER: 805.830.1112  
7 E-MAIL: CASESQ@VERIZON.NET

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

DEC 19 2008

Y. Dominguez

ATTORNEYS FOR CALIFORNIA COMMERCIAL WIRING SYSTEMS, INC.

8  
9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF RIVERSIDE  
11

12 Case No.

INC

08 2837

13 CALIFORNIA COMMERCIAL WIRING  
14 SYSTEMS, INC. a California Corporation

15 Plaintiff,

16 vs.

17 ENGINEERED STRUCTURES, INC. ;  
18 R.J. VENTURES, ROTHBART  
19 DEVELOPMENT, WESTERN SURETY  
20 COMPANY and DOES 1 through 20, inclusive,

21 Defendants

COMPLAINT FOR FORECLOSURE ON  
MECHANICS LIEN; VOLITIONS OF  
CALIFORNIA CONTRACTORS LICENSE  
LAW; BREACH OF CONTRACT;  
ACCOUNT STATED; OPEN BOOK  
ACCOUNT; REASONABLE VALUE OF  
GOODS AND SERVICES;

CLAIM AMOUNT: \$130,073.06 + accrued  
interest, costs and attorney fees;

22 GENERAL ALLEGATIONS

23 1. Venue is proper in the Superior Court of the State of California for the County of  
24 Riverside because the real property commonly known as 34660 Monterey Avenue, Palm Desert,  
25 the improvement of which is the subject of this action is situated in the County of Riverside,  
26 State of California.

2. Plaintiff CALIFORNIA COMMERCIAL WIRING SYSTEMS, INC., hereinafter "CCWS" or "Plaintiff" is and at all times herein mentioned was, a California corporation duly organized and existing under and by virtue of the laws of the State of California, with it's principal place of business located at 1543 N. Placentia Ave. in the city of Anaheim, 92806 in the County of Orange.

3. Plaintiff is informed and believes and thereon alleges that defendant ENGINEERED STRUCTURES, INC., dba IDAHO EST INC hereinafter "EST" is and at all times herein mentioned was, IOWA Corporation licensed to do business in California, with its principal place of business at 12400 West Overland Rd. Boise, IDAHO.

4. Plaintiff is informed and believes and thereon alleges that defendant R.J. VENTURES, LLC was and at all times herein mentioned is a California LLC with its principal place of business at 1801 Ave of the Stars Los Angeles, CA 90067.

5. Plaintiff is informed and believes and thereon alleges that defendant ROTHBART DEVELOPMENT CORPORATION was, and at all times herein mentioned is a California Corporation with its principal place of business at 1801 Ave of the Stars Los Angeles, CA 90067 and that R.J. VENTURES LLC, and ROTHBART DEVELOPMENT were at all times herein mentioned the owners of that certain real property commonly known as Circuit City #3396 situated at 34660 Monterey Avenue, Palm Desert, CA 92211 hereinafter "real property"

6. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants named and sued herein as DOES 1 through 20, inclusive, are unknown to plaintiff. Plaintiff is informed and believes, and thereon alleges that each of these fictitiously named defendants is in some way liable to plaintiff on the causes of action stated below. Pursuant to the provisions of California Code of Civil Procedure §474, plaintiff will seek leave to amend this complaint when the true names and capacities of such fictitiously named defendants can be ascertained.

7. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, each of the defendants sued herein was the agent and employee of each of the remaining defendants and was at all times acting within the scope of such agency and employment.

FIRST CAUSE OF ACTION  
(Foreclosure of Mechanics Lien)

8. Plaintiff realleges and incorporates herein by reference herein as though fully set forth the allegations contained in paragraphs 1 through 6 above as though again fully set forth.

9. Plaintiff is informed, believes, and on that basis alleges that defendants defendant R.J. VENTURES, ROTHBART DEVELOPMENT and DOES 3 through 20 are now, and at all times mentioned herein were, the owners and developers of that certain real property commonly Circuit City #3396 situated at 34660 Monterey Avenue, Palm Desert, CA 92211, the real property.

10. On or about May 12, 2008 plaintiff and defendants ESI entered into a certain contract evidenced by a written agreement and subsequent written change orders in which plaintiff agreed to furnish certain electrical materials, labor, supplies and services to a work of improvement known and described as Circuit City #3396, the real property.

11. In accordance with the agreements at the special instance and request of defendants ESI, R.J. VENTURES, ROTHBART DEVELOPMENT, or their agents Plaintiff supplied certain materials, equipment, labor, and services to defendant owners R.J. VENTURES, ROTHBART DEVELOPMENT, which were actually used and incorporated in the in the work of improvement now completed upon the real property.

12. Pursuant to California Civil Code, § 3097, plaintiff gave the required preliminary notice of its intent to assert Californian Mechanics Lien rights by certified mail, return receipt requested to defendants/owners R.J. VENTURES, ROTHBART DEVELOPMENT and to ESI.

13. There remains due owing and unpaid for materials and services furnished to be used and which were actually used in the work of improvement after crediting payments made the sum of \$130,073.06 together with interest from November 24, 2008.

14. On November 24, 2008, plaintiff duly filed and recorded with the County Recorder's Office for the County of Riverside, California, its mechanic's lien claim as Document No. 2008-0623110 in the amount of \$130,073.06.

15. Plaintiff has incurred as additional expense the necessary charge and expense of preparing and recording said lien, as well as recording said notice of extension of lien; these amounts have not been reimbursed to plaintiff.

16. Plaintiff is informed and believes that defendants R.J. VENTURES, ROTHBART DEVELOPMENT claim some right, title or interest in and to the real property. Plaintiff is further informed, believes, and alleges that each of the fictitiously named defendants may also claims an interest or estate in the property herein mentioned, the exact nature of such claims is unknown to plaintiff. Said claims, titles or interests of the defendants/owners R.J. VENTURES, ROTHBART DEVELOPMENT or any of the fictitiously named defendants in and to the real property are junior, and subject to, plaintiff's claim of lien as set forth above.

#### SECOND CAUSE OF ACTION

##### (Breach of Contract)

17. Plaintiff re-alleges and incorporates by reference as though fully set forth herein each of the allegations plead in paragraphs 1 through 6 and 8 through 14.

18. Plaintiff has completed the work and fully performed all conditions, covenants and promises required on its part to be performed in accordance with the terms and conditions of the agreement. Plaintiff provided defendant ESI with all materials, labor, supplies and services required to complete the work of improvement.

19. ESI has breached the agreement by failing to fully pay for the electrical materials, labor, supplies and services provided, despite written demand.

20. As a direct and proximate result of ESI breach of the agreement, plaintiff has suffered damage in the sum of \$130,073.06 together with interest thereon according to proof from November 1, 2008 until paid.

21. Plaintiff has been required to retain an attorney, to enforce this agreement and prosecute this action. Pursuant to the terms of this agreement, and the applicable provisions of the California Civil Code plaintiff is entitled to reasonable attorney's fees and costs in connection with this matter.

### THIRD CAUSE OF ACTION

(Violation of California Contractors License Law)

22. Plaintiff, for a third cause of action against Defendants ESI and WESTERN SURETY COMPANY re-alleges and incorporates by reference as though fully set forth herein each of the allegations plead in paragraphs 1 through 6 and 8 through 14.

23. Plaintiff has completed the work and fully performed all conditions, covenants and promises required on its part to be performed in accordance with the terms and conditions of the agreement. Plaintiff provided defendants ESI with all materials, labor, supplies and services necessary to complete the work of improvement.

24. Plaintiff is informed and believes that ESI has breached its statutory obligations to Plaintiff including but not limited to the prompt payment provisions of California's Contractors License Law by failing to promptly pay to Plaintiff funds received from Owner Developers for materials, labor, supplies and services provided by Plaintiffs.

25. As a direct and proximate result of ESI's conduct as referenced above, plaintiff is informed and believes that it has sustained damages.

26. Plaintiff makes claim on Western Surety against the statutory bond of ESI posted with the Contractors State License Board to the extent so damaged.

### FOURTH CAUSE OF ACTION

(Account Stated)

33. Within the last two years, plaintiff provided electrical and related equipment, labor, material and services to defendants ESI, at the special request of ESI and for which ESI implied *assumpsit* or promise to pay to plaintiff as much as reasonably deserved (the reasonable value) of such material, equipment, labor, and services provided

34. At all times mentioned herein, the total and reasonable value of the above-mentioned electrical and related equipment, labor, materials and related services exceeded the sums paid by the sum of \$147,427.62

WHEREFORE, plaintiff prays judgment against defendants and each of them as follows:  
ON THE FIRST CAUSE OF ACTION FOR FORECLOSURE OF MECHANICS LIEN

1. For the principal sum of \$130,073.06
2. For interest thereon according to proof from November 1, 2008 until paid,
3. For costs of preparing and recording the mechanic's lien,
  - (a) That there be adjudged to be a lien on said land and work of improvement on the real periphery described in this Complaint;
  - (b) That said real property be adjudged and decreed to be sold by the Sheriff of the County of Riverside according to law and the practice of this Court;
  - (c) That the proceeds of said sales are applied to satisfy the costs of these proceedings, and plaintiff's claims as aforesaid;
  - (d) That if the proceeds of said sales are insufficient to satisfy the aforesaid sums due the plaintiff, that plaintiff have judgment and execution against all the defendants for any deficiency which may arise after the application of proceeds;
  - (e) That the interests, estates or claims of all defendants, and each of them, in, to or upon the buildings and land described here, and every part thereof, be adjudged and decreed to be subsequent and subject to plaintiff's lien as aforesaid; and
  - (f) that the equity of redemption of each and every of said defendants in or to said

- 7 -  
COMPLAINT: CALIFORNIA COMMERCIAL WIRING SYSTEMS, INC.  
vs. ESI; RJ VENTURES, ROTHBART DEVELOPMENT

I Vickie Hart am the CEO of CALIFORNIA COMMERCIAL WIRING SYSTEMS, INC. Plaintiff in the within action, I have reviewed the within complaint and the facts stated therein are true and correct of my own personal knowledge and if called upon I could and would competently testify thereto, as to allegations made on information and belief I have made reasonable inquiry and believe the truth of the allegations set forth.

DATED: 12-22-08

- 8 -  
COMPLAINT: CALIFORNIA COMMERCIAL WIRING SYSTEMS, INC.  
vs. ESI; RJ VENTURES, ROTHBART DEVELOPMENT

CA734550

Dated: 04/28/08

RECEIVED  
NOV 07 2008

## CALIFORNIA PRELIMINARY NOTICE

In accordance with sections 3097 and 3098, California Civil Code

This is not a Lien, This is not a reflection on the integrity of any contractor or subcontractor

1 - You are hereby notified that

ENGINEERED STRUCTURES INC  
12400 W OVERLAND RD  
BOISE ID 83709

Reputed Owner

FW CA-BREA MARKET PLACE LLC  
121 W FORSYTHE ST #200  
JACKSONVILLE FL 32202

2 - Has furnished or will furnish labor,  
services, equipment, or materials of  
the following general description:  
LABOR MATERIALS &/OR SERVICES

Reputed Construction Lender or Lessee

LESSEE FINANCED BY:  
CIRCUIT CITY STORES INC  
9950 MAYLAND DR  
RICHMOND VA 23233

3 - An estimate of the total price of the  
labor, services, equipment, or materials  
furnished or to be furnished is:  
\$ 612,501.00

Reputed Original Contractor

ENGINEERED STRUCTURES INC  
12400 W OVERLAND RD  
BOISE ID 83709

4 - The building, structure or other work of  
Improvement is located at:

CIRCUIT CITY #3878  
35 EAST BIRCH STREET  
BREA CA 92821

A.D.C. UNKNOWN

5 - The name of the person or firm who contracted  
for the purchase of such labor, services,  
equipment or material is:

CIRCUIT CITY STORES INC  
9950 MAYLAND DR  
RICHMOND VA 23233-1464

6 - Name and address of Trust Funds to which  
Supplemental Fringe Benefits are payable  
(if applicable):

7 - Jobsite Is Federal Public Work Title 40 USC  
Sec. 270A-270E.

Contract #

Bond Co:

ned  
Authorized Agent

*She C Gray*

### NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS FURNISHED OR TO BE FURNISHED, A MECHANICS' LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A RELEASE SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING FINAL PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING FEWER THAN 5 UNITS, PRIVATE PROJECT OWNERS MUST NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN CLAIMANT WHO HAS PROVIDED THE OWNER WITH A PRELIMINARY 20-DAY LIEN NOTICE IN ACCORDANCE WITH SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF COMPLETION OR NOTICE OF CESSATION HAS BEEN RECORDED WITHIN 10 DAYS OF ITS RECORDATION. NOTICE SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING. FAILURE TO NOTIFY WILL EXTEND THE DEADLINES TO RECORD A LIEN.



SERVICE OF  
PRE-LIEN

**CNS**

*Over 18,000 Contractors and Suppliers getting paid has built our business for the past 24 years!*

**Construction Notice Services, Inc.**

To:	Crystal Jones	From:	Myrna Geronimo
	Engineered Structures, Inc.	Date:	11/21/2008
Fax:	208-947-6813	Pages:	3

### PROOF OF SERVICE

BWA

Following is the proof of service you requested on Prelim# CA734550/A. There were no records of returned mail in our office for this prelim so I must request the proof of delivery signature from the post office showing who signed for the certified mailings and when it was signed for. There is a charge of \$5.50 per signature request. There were 4 mailings on this prelim so there will be a charge of \$22.00, there's also a charge of \$25.00 for rush fee. With the total of \$47.00 fee made to your account for this service. I should receive the results back from the post office within 2-4 weeks upon which I will fax them to you. Please give me a call if you have any questions regarding this service.

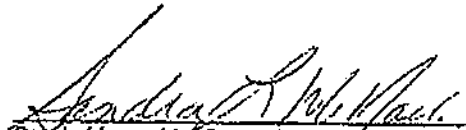
Toll Free: 800-366-5660 • Phone: 858-693-8871 • Fax: 858-693-0276  
[www.CNSLien.com](http://www.CNSLien.com)

**Private Works  
Declaration of Service  
(Section 3097.1 (c) California Civil Code)**

I, Sandy McMackin, as Unit Supervisor, declare that we, Construction Notice Services, Inc., served copies of this Preliminary Notice by first class certified mail, postage prepaid, on the evening of April 28, 2008 at the San Diego/Mira Mesa California Post Office.

Copies of this Preliminary Notice were mailed to the Reputed Owner, Reputed Original Contractor, and if applicable, the Reputed Lender at the names and addresses listed on the attached certified mail page.

I declare, under penalty of perjury, that the foregoing is true and correct.  
Executed on November 21, 2008 at San Diego, California.

  
Sandy McMackin, Supervisor

Page: 3

CERTIFIED MAIL

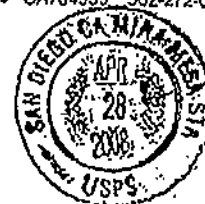
Contruction Notice Services, Inc.  
9520 Padgett Street, Suite 208  
San Diego, CA 92126-4447  
Telephone: 800-366-5660

LN#	CERT#	ADDRESSEE NAME, ADDRESS, CITY, STATE, ZIP	POSTAGE	FEE	PLNW	CUSTOMER
1	7114 7389 6621 1699 3658	BERG & BERG DEVELOPERS LP 10050 BANDLEY DR CUPERTINO CA 95014	0.41	2.65	CA734549	510-870-1690
2	7114 7389 6621 1699 3665	LESSEE FINANCED BY: STATS CHIP PAC TEST SERVICE 1768 MCCANDLESS DR MILPITAS CA 95035	0.41	2.65	CA734549	510-870-1890
3	7114 7389 6621 1699 3672	FW CA-BREA MARKET PLACE LLC 121 W FORSYTHE ST #200 JACKSONVILLE FL 32202	0.41	2.05	CA734550	208-362-3040
4	7114 7389 6621 1699 3689	LESSEE FINANCED BY: CIRCUIT CITY STORES INC 9950 MAYLAND DR RICHMOND VA 23233	0.41	2.65	CA734550	208-362-3040
5	7114 7389 6621 1699 3696	REGENCY CENTER LLC 915 WILSHIRE BLVD #2200 LOS ANGELES CA 90017	0.41	2.65	CA734550A	208-362-3040
6	7114 7389 6621 1699 3702	LESSEE FINANCED BY: CIRCUIT CITY STORES INC 9950 MAYLAND DR RICHMOND VA 23233	0.41	2.65	CA734550A	208-362-3040
7	7114 7389 6621 1699 3718	OMCA STAR LLC/ GEORGE CHRISTIE 26041 LUNA BONITA DR LAGUNA HILLS CA 92653	0.41	2.65	CA734551	909-974-5500
8	7114 7389 6621 1699 3725	AKL GENERAL CONSTRUCTION INC 1026 S HOLLENBACK ST WEST COVINA CA 91791	0.41	2.05	CA734551	909-974-5500
9	7114 7389 6621 1699 3733	COUNTY OF LOS ANGELES DEPT OF PARKS & RECREATION CONTRACTS DIV/301 BALDWIN AVE ACADIA CA 91007	0.41	2.65 2.15	CA734552	949-855-3336
10	7114 7389 6621 1699 3740	FONDED BY: MUSEUM ASSOCIATES C/O LOS ANGELES COUNTY MUSEUM OF ART/5905 WILSHIRE BLVD LOS ANGELES CA 90036	0.41	2.65 2.15	CA734552	949-855-3336
11	7114 7389 6621 1699 3757	MAKAI CONSTRUCTION CORP 1235 W COLLINS AVE ORANGE CA 92657	0.41	2.65 2.15	CA734552	949-855-3336
12	7114 7389 6621 1699 3764	MOLAN PROPERTY LP 8907 WARNER AVE #108 HUNTINGTON BEACH CA 92647	0.41	2.65	CA734553	909-974-5500
13	7114 7389 6621 1699 3771	HSEC BANK 860 S FIGUEROA #800 LOS ANGELES CA 92647	0.41	2.65	CA734553	909-974-5500
14	7114 7389 6621 1699 3788	ANDREW L YOUNGQUIST CONST INC 3187 RED HILL #200 COSTA MESA CA 92626	0.41	2.05	CA734553	909-974-5500
15	7114 7389 6621 1699 3795	TOWN OF APPLE VALLEY 14955 DALE EVANS PKWY APPLE VALLEY, CA 92307	0.41	2.05	CA734554	602-268-0785
16	7114 7389 6621 1699 3801	COOLEY CONSTRUCTION, INC. 17826 EUCALYPTUS ST #G HESPERIA, CA 92345	0.41	2.65	CA734554	602-268-0785
17	7114 7389 6621 1699 3816	LONG POINT DEVELOPMENT LLC 6610 PALOS VERDES DR S #A RANCHO PALOS VERDES CA 90275	0.41	2.65	CA734555	562-272-0225
18	7114 7389 6621 1699 3825	CASCADE INVESTMENTS LLC C/O JOHN HUNT LOS ARBOLES MGMT PO BOX 88198 TUKWILA WA	0.41	2.65	CA734555	562-272-0225

TOTAL NUMBER OF PIECES LISTED BY SENDER: 18

TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE: 18

POSTMASTER, PER (RECEIVING EMPLOYEE)



TOTAL P.003

ON BEHALF OF  
CCTSI

... RECEIVED BY  
Civic Center Title Services, Inc.

RECORDING REQUESTED BY:  
Engineered Structures, Inc.

Recorded In Official Records, Orange County  
Tom Daly, Clerk-Recorder

AND WHEN RECORDED MAIL TO:  
Engineered Structures, Inc.



6.00

2008000526752 01:22pm 11/10/08

119 28 M09 1

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

12400 W. Overland Road  
Boise, ID 83709

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MECHANICS' LIEN

The undersigned, Engineered Structures, Inc. claimant, claims a mechanic's lien upon the following described real property: City of Brea, County of Orange, California, Circuit City, 835 E. Birch Street, APN: 319-011-67, Brea, CA.

The sum of \$119,583.78 together with interest thereon at the rate of 10.00 percent per annum from October 23, 2008, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: General contractor services.

Claimant furnished the work and/or materials at the request of, or under contract with: Circuit City, 9950 Mayland Drive, Richmond, CA 23233.

The owners and reputed owners of the property are: FW CA-Brea Marketplace, LLC/Regency Centers, LP, One Independent Drive, #114, Jacksonville, FL 32202 (owner), Circuit City Stores West Coast, Inc., 9950 Mayland Drive, Richmond, VA 23233 (lessee).

Firm Name: Engineered Structures, Inc.

By: Angela Darling  
Angela Darling / Authorized Agent

### VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanic's lien: I have read said claim of mechanic's lien and know the contents thereof: the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 7, 2008, at San Diego, California.

Angela Darling  
Angela Darling / Authorized Agent

Dated: 04/22/08

CA731949

RECEIVED  
NOV 07 2008

## CALIFORNIA PRELIMINARY NOTICE

In accordance with sections 3097 and 3098, California Civil Code

This is not a Lien, This is not a reflection on the integrity of any contractor or subcontractor

1 - You are hereby notified that

ENGINEERED STRUCTURES INC  
12400 W OVERLAND RD  
BOISE ID 83709

Reputed Owner

LA HABRA IMPERIAL LLC C/O  
HOPKINS R/E GROUP  
17461 DERIAN AVE #106  
IRVINE CA 92614

2 - Has furnished or will furnish labor,  
services, equipment, or materials of  
the following general description:  
LABOR MATERIALS &/OR SERVICES

Reputed Construction Lender or Lessee

LESSEE FINANCED BY:  
CIRCUIT CITY STORES  
9950 MARYLAND DR  
RICHMOND VA 23233

3 - An estimate of the total price of the  
labor, services, equipment, or materials  
furnished or to be furnished is:  
\$ 1,274,612.00

Reputed Original Contractor

ENGINEERED STRUCTURES INC  
12400 W OVERLAND RD  
BOISE ID 83709

4 - The building, structure or other work of  
improvement is located at:  
CIRCUIT CITY #4313  
1020 W IMPERIAL HIGHWAY  
LA HABRA CA 90631

A.D.C. UNKNOWN

5 - The name of the person or firm who contracted  
for the purchase of such labor, services,  
equipment or material is:

CIRCUIT CITY STORES INC  
9950 MAYLAND DR  
RICHMOND VA 23233-1464

6 - Name and address of Trust Funds to which  
Supplemental Fringe Benefits are payable  
(if applicable):

7 - Jobsite is Federal Public Work Title 40 USC  
Sec. 270A-270E.  
Contract #  
Bond Co:

Signed  
Authorized Agent

*John C. Gray*

### NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS FURNISHED OR TO BE FURNISHED, A MECHANICS' LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A RELEASE SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING FINAL PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES. OTHER THAN RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING FEWER THAN 5 UNITS, PRIVATE PROJECT OWNERS MUST NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN CLAIMANT WHO HAS PROVIDED THE OWNER WITH A PRELIMINARY 20-DAY LIEN NOTICE IN ACCORDANCE WITH SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF COMPLETION OR NOTICE OF CESSATION HAS BEEN RECORDED WITHIN 10 DAYS OF ITS RECORDATION. NOTICE SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING. FAILURE TO NOTIFY WILL EXTEND THE DEADLINES TO RECORD A LIEN.

**SERVICE OF  
PRE-LIEN**

**CNS**

Over 18,000 Contractors and Suppliers getting paid has built our business for the past 24 years!

**Construction Notice Services, Inc.**

To:	Crystal Jones	From:	Myrna Geronimo
	Engineered Structures, Inc.	Date:	11/21/2008
Fax:	208-947-5813	Pages:	3

### PROOF OF SERVICE

CAhabra

Following is the proof of service you requested on Prelim# CA731949. There were no records of returned mail in our office for this prelim so I must request the proof of delivery signature from the post office showing who signed for the certified mailings and when it was signed for. There is a charge of \$5.50 per signature request. There were 2 mailings on this prelim so there will be a charge of \$11.00, there's also a charge of \$25.00 for rush fee. With the total of \$36.00 fee made to your account for this service. I should receive the results back from the post office within 2-4 weeks upon which I will fax them to you. Please give me a call if you have any questions regarding this service.

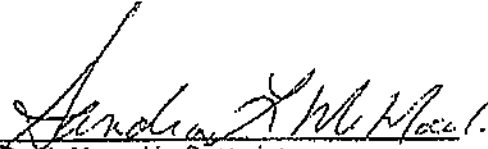


**Private Works  
Declaration of Service  
(Section 3097.1 (c) California Civil Code)**

I, Sandy McMackin, as Unit Supervisor, declare that we, Construction Notice Services, Inc., served copies of this Preliminary Notice by first class certified mail, postage prepaid, on the evening of April 22, 2008 at the San Diego/Mira Mesa California Post Office.

Copies of this Preliminary Notice were mailed to the Reputed Owner, Reputed Original Contractor, and if applicable, the Reputed Lender at the names and addresses listed on the attached certified mail page.

I declare, under penalty of perjury, that the foregoing is true and correct.  
Executed on November 21, 2008 at San Diego, California.

  
Sandy McMackin, Supervisor

Page: 3

CERTIFIED MAIL

Contruction Notice Services, Inc.  
9520 Padgett Street, Suite 208  
San Diego, CA 92126-4447  
Telephone: 800-366-5660

LN#	CERT#	ADDRESSEE NAME, ADDRESS, CITY, STATE, ZIP	POSTAGE	FEE	PLN#	CUSTOMER
1	7114 7389 6621 1693 9519	SOUTHERN CALIFORNIA GAS 8101 S ROSEMEAD SC722A PICO RIVERA CA 90650	0.41	2.65	CA731937	619-262-5171
2	7114 7389 6621 1693 9526	ARD INC 26000 COMMERCE CENTRE DR LAKE FOREST CA 92630	0.41	2.65	CA731937	619-262-5171
3	7114 7389 6621 1693 9533	KINGSVIEW INDUSTRIAL CENTER 11846 W OLYMPIC BLVD #1200 LOS ANGELES CA 90064	0.41	2.65	CA731941	310-538-8330
4	7114 7389 6621 1693 9540	LESSEE FINANCED BY: QUALITY LITHO 16830 AVALON BLVD CARSON CA 90746	0.41	2.65	CA731941	310-538-8330
5	7114 7389 6621 1693 9557	PRINTERS ELECTRIC CO INC 13208 A FIGUEROA ST LOS ANGELES CA 90061	0.41	2.65	CA731941	310-538-8330
6	7114 7389 6621 1693 9564	MAP PROPERTIES LTD. C/O CAL SELECT PROPERTIES, INC 144 S. BEVERLY DR. 5TH FLOOR BEVERLY HILLS CA 90212	0.41	2.65	CA731942	310-864-9414
7	7114 7389 6621 1693 9571	CAL PAC CONTRACTORS 2500 E FOOTHILL BLVD PASADENA CA 91107	0.41	2.65	CA731942	310-864-9414
8	7114 7389 6621 1693 9588	VANOWEN INVESTMENT CO C/O G & K MANAGEMETN CO INC 5150 OVERLAND AVE CULVER CITY A 90230	0.41	2.65	CA731944	662-630-1354
9	7114 7389 6621 1693 9595	WSC LA HOTEL INVESTORS III LLC 900 N MICHIGAN AVE CHICAGO IL 60611-1542	0.41	2.65	CA731945	714-641-7488
10	7114 7389 6621 1693 9601	OWNER FINANCED BY: LH UNIVERSAL HOLDING LLC 333 UNIVERSAL HOLLYWOOD DR UNIVERSAL CITY CA 91608-1001	0.41	2.65	CA731945	714-641-7488
11	7114 7389 6621 1693 9618	DYNASTY BUILDERS INC 660 E HOSPITALITY LN #300 SAN BERNARDINO CA 92408	0.41	2.65	CA731945	714-641-7488
12	7114 7389 6621 1693 9625	WATERIDGE VA LLC C/O SENTRE PARTNERS 1455 FRAZEE RD #406 SAN DIEGO CA 92108	0.41	2.65	CA731947	858-623-1100
13	7114 7389 6621 1693 9632	CA HABRA IMPERIAL LLC C/O HOPKINS R/E GROUP 17461 DERIAN AVE #105 IRVINE CA 92614	0.41	2.65	CA731948	208-382-3040
14	7114 7389 6621 1693 9649	LESSEE FINANCED BY: CIRCUIT CITY STORES 9950 MARYLAND DR RICHMOND VA 23233	0.41	2.65	CA731949	208-382-3040

TOTAL NUMBER OF PIECES LISTED BY SENDER: 14

TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE: 14

POSTMASTER, PER (RECEIVING EMPLOYEE)



TOTAL P.003

Civic Center Title Services  
on behalf of  
CCTSI

Exhibit(s) Exhibits to Shockley Affidavit Page 59 of 60  
This Document was electronically recorded by  
Civic Center Title Services, Inc.

RECORDING REQUESTED BY:  
Engineered Structures, Inc.

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

AND WHEN RECORDED MAIL TO:  
Engineered Structures, Inc.



2008000528972 12:29pm 11/12/08

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0.00 0.00 0.00 0.00 3.00 0.00 0.00 0.00

12400 W. Overland Road  
Boise, ID 83709

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MECHANICS' LIEN

The undersigned, Engineered Structures, Inc. claimant; claims a mechanic's lien upon the following described real property: City of La Habra, County of Orange, California, Circuit City, 1020 W. Imperial Highway, APN: 019-171-19, La Habra, CA.

The sum of \$252,038.98 together with interest thereon at the rate of 10.00 percent per annum from October 23, 2008, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: General contractor services.

Claimant furnished the work and/or materials at the request of, or under contract with: Circuit City, 9950 Mayland Drive, Richmond, CA 23233.

The owners and reputed owners of the property are: Please see Exhibit 'A'

Firm Name: Engineered Structures, Inc.

By:

Angela Darling / Authorized Agent

### VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanic's lien: I have read said claim of mechanic's lien and know the contents thereof: the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 11, 2008, at San Diego, California.

Angela Darling / Authorized Agent

Exhibit 'A'

Owner: Wells Fargo Bank Northwest, N.A., formerly known as First Security Bank of Utah, N.A., not individually but solely as Remainderman Trustee under Remainder Trust Agreement (1995-1), 201 3<sup>rd</sup> Street, 8<sup>th</sup> Floor, San Francisco, CA 94103.

Lcssee #1: La Habra-Imperial, LLC, 17461 Derian Avenuc, #106, Irvine, CA 92614.

Lessee#2: Circuit City Stores West Coast, Inc., 9950 Mayland Drive, Richmond, VA 23233.